

AGREEMENT

BETWEEN

THE TOWN OF ROCKY HILL, CONNECTICUT

AND

THE NATIONAL ASSOCIATION
OF GOVERNMENT EMPLOYEES
NAGE, LOCAL RI-288

JULY 1, 2012 – JUNE 30, 2015

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**AGREEMENT BETWEEN
THE TOWN OF ROCKY HILL, CONNECTICUT
AND
THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES
LOCAL RI-288**

This Agreement is made by and between the Town of Rocky Hill, Connecticut, hereinafter referred to as the Town, and the National Association of Government Employees Local RI-288, hereinafter referred to as the Union, for the purposes of establishing a better understanding of the rights and obligations of both the Town of Rocky Hill, as municipal employer, and the employees represented by the National Association of Government Employees.

DEFINITION: The title **DIRECTOR** as used in this contract shall refer to the **Director of Engineering and Highways, the Director of Parks and Recreation, the Director of Planning and Building and/or the Director of Facilities.**

**ARTICLE I
RECOGNITION**

The Town recognizes the Union as the sole and exclusive Bargaining Agent for wages, hours and other conditions of employment within the meaning of the Municipal Employees Relations Act (MERA), including all regular full-time employees and employees who work more than twenty-hours per week for the full year for the Town of the Rocky Hill Engineering and Highways Department, Parks and Recreation Department, Planning and Building Department and Facilities Department, including Crew Leaders, Civil Engineering Technicians, Project Engineer, **Assistant Building Official**, Mechanical Inspector, Assistant Town Planner, **Deputy Fire Marshal/Zoning Enforcement Officer**, and Community Center Cook/Custodian positions.

This contract excludes the Directors, Highway Superintendent, Recreation Supervisors and all Town Hall Custodial Employees.

**ARTICLE II
BARGAINING AGENTS**

Section 1. The Bargaining Agent for the Town shall be the Town Manager or his designee.

Section 2. The Bargaining Agents for employees shall consist of three (3) members of the Union and the National Representative, who shall be the Chief Negotiator.

Section 3. Notwithstanding negotiations, whenever a meeting takes place between the Town and the Union two (2) members of the bargaining unit shall be in attendance of said meeting.

ARTICLE III

GRIEVANCE PROCEDURE

Section 1. Grievances arising out of matters covered by this Agreement and disputes on questions arising out of the employer-employee relationship will be processed in the following manner in writing:

- (a) In order to be valid, a grievance must be filed in writing within 10 working days of the event giving rise to the grievance. The written grievance shall be submitted in writing to the Director or appropriate Supervisor for his/her review and written decision, which written decision shall be rendered within 5 working days after filing of the written grievance.
- (b) In the event that the decision of the Director or appropriate Supervisor is not acceptable to the aggrieved employee and the Union bargaining agent, the matter shall be submitted in writing to the Town Manager within 5 working days of receipt by the employee of the initial supervisory response at the first level. The Town Manager or his/her designee shall review the grievance and a decision shall be rendered within 14 working days of the date the grievance is received by the Town Manager.
- (c) In the event that the decision of the Town Manager is not satisfactory to the aggrieved employee and the Union, the matter shall be submitted by the Union within five (5) working days to arbitration by the State Board of Mediation and Arbitration. The decision of the arbitrator shall be final and binding on both parties as provided by law. The cost of arbitration shall be borne equally by the Town and the Union. Individual employees shall not have the right to appeal grievances to arbitration. In cases of employee discharge only the Town or the Union shall have the right to have the grievance arbitrated before the American Arbitration Association under its Voluntary labor Arbitration Rules.

Section 2. No permanent employee shall be subject to disciplinary action, discharge or suspension except for just cause. Before a suspension or discharge is final, a permanent employee shall receive a hearing before the Personnel Director. If any employee is so disciplined and in his judgment this action is taken without just cause, he may file and process his grievance through the Grievance and Arbitration procedure of this Agreement. Any such grievance must be presented within five (5) working days of being notified of the disciplinary action and the employee shall have the right to be represented by the Union. He shall be provided a copy of all charges and statements as soon as possible of any adverse action as above.

ARTICLE IV

SALARIES

Section 1. The wage rates for employees in the bargaining unit shall be set forth in Appendix A, which attached hereto and made a part hereof. Wage increases will be 2.85% on July 1, 2012, 2.90% on July 1, 2013 and 3.10% on July 1, 2014.

Section 2. When an employee is promoted to a higher position, he/she shall be paid at that step of the new grade that would give him/her a raise and shall receive credit for the time such step represents for purposes of movement through the salary schedule.

- (a) In the case of absences of three (3) days or more by the Director of the Parks & Recreation, the Parks Department Crew Leader shall be paid an additional one dollar (\$1.00) per hour retroactive to the first day.
- (b) In the case of absences of three (3) days or more by the Highway Superintendent, the Highway Department Crew Leader shall be paid an additional one dollar (\$1.00) per hour retroactive to the first day.
- (c) In the case of absences of twenty (20) days or more, when the Crew Leader is Designated by the Town Manager to fill in for the Highway Superintendent on the Twenty-first (21st) day, the Crew Leader shall be paid not less than the minimum rate for the position of Highway Superintendent and additional compensation in lieu of overtime so he does not receive less than his current hourly rate, with overtime, retroactive to the first day.

Section 3. The Town shall make every effort to pay employees on their regular payday for the life of this Agreement. Where the regular payday falls on a holiday, the Town will make every effort to pay employees on the last workday before the holiday. **All payments will be made by direct deposit or debit card.**

ARTICLE V

INSURANCE

Section 1. Health Insurance benefits shall be in accordance with the following policies and will become effective as soon as practicable after ratification of this Agreement. The Town will provide the employees with a PPO Non-Gatekeeper Plan with the following provisions:

\$15 Office Visit Co-pay

\$15 Wellness Visit Co-pay

\$250 Hospital Co-pay

\$15 Walk-in Clinic Co-pay

\$15 Urgent Care Facility Co-pay

\$100 Emergency Room Co-pay

Out of Network Coverage

Deductible \$400/800/1200

Co-insurance 70/30

OOP \$2400/\$4800/\$7200

Prescriptions

Full Managed 3-tier \$5/10/20

Mail order 2x Co-pay

Employees may elect to take the following Health Insurance Option:

Health Savings Account \$2500/\$5000 deductible

Non-Gatekeeper

Once Deductible has been achieved

\$0 Office Visit, after deductible

\$0 Wellness, deductible waived

\$0 Hospital after deductible

\$0 Outpatient Surgery, after deductible

\$0 Walk-In Clinic, after deductible

(a) Co-pay (80%) Dental Plan with Rider A and Rider D;

Effective July 1, 2012 Employee premium share will be as follows: **11%-July 1, 2012, 12%-July 1, 2013, 14%- July 1, 2014.** Any employee may elect to waive group medical insurance coverage and receive additional annual compensation in lieu of said coverage. The amount of annual compensation the employee shall receive shall be equal to 50% of the premium cost of health insurance coverage waived. The calculation of the annual compensation due shall be based upon the premium rates in effect on July 1, 2008. The additional annual compensation shall be paid on a pro-rata basis each pay period and such pro-rata payments shall continue until such time as the employee terminates employment, or until his election to receive additional annual compensation is revoked in accordance with the procedure set forth below. Such additional annual compensation shall not be considered part of the employee's annual salary or wage.

Regular part-time employees who work twenty (20) hours or more per week but less than 35 hours per week shall pay 45% premium share.

An employee's election to select or waive group medical insurance shall remain in effect for a minimum of two (2) years. A change in election shall also, remaining effect for a minimum of two (2) years. Any employee eligible to make such election (other than an election made upon initial employee) shall make the election during the month of February by submitting the appropriate election form to the Payroll office. Such election shall become effective on the next April 1st.

Section 2. Group Life Insurance:

\$20,000 in group life insurance is provided for all employees. Basic Benefit is doubled in the event of accidental death. Effective July 1, 2008 this coverage will not be subject to any premium share on the part of the employee, therefore, the employee shall not have the right to waive coverage.

In addition, for Pension Plan participants, group life insurance in the amount of one and one half (1 ½) times salary is provided as part of the Retirement Plan. This amount cannot exceed \$150,000.

Section 3. Disability Income:

Non-Bargaining employees shall be entitled to Long Term Disability Insurance for injury or sickness to begin on the later of: (a) the date you used all accrued sick leave; or (b) 180 days. For employees starting disability before reaching the age 60 the maximum period will last until the Social Security Normal Retirement Age as shown in the following table:

<u>Employee's Year of Birth</u>	<u>Social Security Normal Retirement Age</u>
Before 1938	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943-1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
After 1959	67

For disability starting on or after the employee reaches age 60, the maximum payment period will be determined according to the following table:

<u>Age When Disability Starts</u>	<u>Maximum Payment Period</u>
60	5 years
61	4 years
62	3.5 years
63	3 years
64	2.5 years
65	2 years
66	1.75 years
67	1.5 years
68	1.25 years
69	1 year

But if an employee whose disability starts after age 60 reaches the end of the maximum payment from this table before he/she reaches the Social Security Normal Retirement Age, the Town will extend his maximum payment period until he/she reaches Social Security Normal Retirement Age.

Benefit Percent	60% of current salary
Maximum Monthly Benefit	\$5,000.00

Section 4. The Town shall pay all medical physicals and tests if they are required either by the Town, State or U.S. government agencies order to obtain or maintain CDL licenses. All physical examinations must be conducted by a Town authorized physician.

Section 5. The Town shall have the right to change insurance carriers or to self-insure, provided the coverage offered is substantially equivalent to the current plan outlined in

Section 1 of this Article as a whole. If there is any substantial change in coverage the Town must negotiate such change prior to changing carriers. Nothing in this contract precludes the Town from merging health insurance carriers with the Board of Education as long as coverage is substantially the same as a whole with the insurance outlined in Section 1 of this article.

ARTICLE VI VACATIONS

Section 1. On the employee's anniversary date, full-time employees shall be entitled to vacation leave as follows:

- (a) One week (5 working days) of vacation leave for each six months' full-time service to one year.
- (b) Two weeks (10 working days) each year from one (1) year to three (3) years.

<u>Years of Service</u>	<u>Days</u>
3	10
4	12
5-6	15
7-8	16
9-10	17
11-15	20

One extra day for every year thereafter up to 25 days.

- (c) Employees hired after July 1, 2012 will receive a maximum of twenty (20) vacations days per year.

Section 2. The vacation periods shall be set by mutual agreement between the department head and the employees, except that seniority shall govern preference. Vacation time must be taken in a minimum of 1 hour increments unless an employee has obtained permission of the Highway or Parks Superintendent or his designee in advance to take less than one hour's leave in a given case.

Section 3. Pro rata accumulated and unused vacation pay shall be granted to the employee upon termination of service with the Town after 6 months of service as follows:

In determining an employee's pro rata accumulated and unused vacation due upon termination, a comparison shall be made of the amounts of vacation leave credited to the employee on an annual basis since his initial employment, and the amount of vacation earned in accordance with the union contract since his initial employment.

Section 4. Vacation days are earned based upon full calendar months worked from the employee's anniversary date. The calculation of vacation earned, but not yet credited to the employee's account shall be based upon the following formula:

- (a) Vacation days due as per contract time's 8 equals' vacation allowance in hours.

- (b) Hours from (a) above, times "X" full calendar months worked beyond anniversary date divided by 12 equals' vacation hours due.
- (c) Payment for accumulated and unused vacation days will be made to the nearest ¼ hour.
- (d) Vacation time will not be accrued during an employee's extended absence after twelve weeks of absence.**

Section 5. Employees, who are terminating and who have taken vacation in excess of earned vacation, shall reimburse the Town for any excess vacation taken by any one of the following means:

- (a) Deduction from final paycheck.
- (b) Deduction from any sick leave termination payment due.

Section 6. In the event of an employee's death, after 6 months of service, his pro rata unused accumulated vacation pay shall be paid to his estate.

Section 7. An employee may carry over a maximum of ten (10) vacation days from one calendar year to the next. Any such vacation carried over must be used by the following September 1st, or forfeited. **Extensions will only be granted if the employee is not allowed to use vacation time due to weather related incidents or clean-up, not if employee is on an extended absence or for other reasons.**

Section 8. Highway and Parks' employees will be granted vacation leave between November 15th and April 10th under the following conditions.

- (a) One (1) employee, for one (1) week only in each month during the period of November 15 to April 10 subject to not more than one other employee of the bargaining unit being absent on sick or injury leave of more than short duration.
- (b) When an employee has been granted vacation leave under this section, neither sick neither leave nor injury leave shall cancel the vacation granted. This does not preclude the Town's requesting the employee to reconsider and/or change the date.

Section 9. Professional Staff, Town Hall:

In addition to receiving the annual leave noted in Section 1 above, Town Hall professional staff (including Project Engineer, Engineering Technician, **Assistant Building Official**, Mechanical Inspector, Assistant Town Planner and **Deputy Fire Marshal/Zoning Enforcement Officer**) will receive additional annual leave as follows:

- (a) Full time professional staff with one (1) through nine (9) years of service shall be entitled to two (2) additional annual leave vacation days
- (b) Full time professional staff with ten (10) years of service and above shall be entitled to four (4) additional annual leave vacation days.

Section 10. Regular part-time employees who work twenty (20) hours or more per week shall receive vacation time on a pro-rated basis. This benefit shall be pro-rated by establishing the percentage of the standard work week (for their respective position) their work week represents.

ARTICLE VII

SICK LEAVE

Section 1. Each employee shall be entitled to a sick leave with full pay with an unlimited accumulation. Sick leave may be earned at eighteen (18) days per year (1-1/2 days per each full calendar month). A physician's statement detailing the illness and a return to work date will be required for any employee out five consecutive days or more. An independent physician's examination (fit for work examination) may be required for any employee suspected of abusing the sick leave privilege. If an employee is found NOT FIT for duty, consequences shall be in accordance with laws of the State of Connecticut.

Section 2. Employees hired prior to July 1, 1997, who separate from the Town service for any reason except dismissal shall be entitled to a payment for unused sick leave on the following schedule:

For separation after 20 years of service - 60% of time accrued

For separation after 10 years of service - 40% of time accrued

For separation after 5 years of service - 20% of time accrued

Section 3. Employees hired after June 30, 1997 shall not be entitled to any unused sick leave buy out.

Section 4. Regular part-time employees who work more than twenty (20) hours per week shall receive sick days on a pro-rated basis. This benefit shall be pro-rated by establishing the percentage of the standard work week (for their respective position) their work week represents.

ARTICLE VIII

UNIFORMS AND GLASSES

Section 1. The Town shall contribute \$300 toward the purchase of one pair of safety glasses per year for full-time employees required to wear glasses while working. The Town shall purchase any replacement safety glasses damaged on the job.

Section 2. One (1) pair of safety shoes per year will be provided for each full-time employee during the life of this Agreement. Employee must wear these shoes whenever he/she is working, but not after work. Town's replacement of shoes is predicated upon shoes not being serviceable.

ARTICLE IX

HOURS OF WORK AND WORK WEEK

Section 1. The hours of work for the Highway Department will be 6:30 AM to 2:30 PM year round with one AM coffee break and paid lunch "on the fly", and one five (5) minute coffee break in the PM to commence after one (1) employee returns with the "coffee", forty hours per week eight (8) hours per day.

Section 2. Parks Department normal hours are 7:00 AM to 3:00 PM year round with one AM coffee break and paid lunch “on the fly”, and one five (5) minute coffee break in the PM to commence after one (1) employee returns with the “coffee”, forty hours per week eight (8) hours per day.

Section 3. The weekly payroll period for the Highway Department will commence at 2:30 PM on Friday and run to 2:30 PM on the following Friday. The Parks Department weekly payroll period will commence at 3:00 PM on Friday and run to 3:00 PM on the following Friday

Section 4. The hours of work for the Project Engineer, Engineering Technicians, Assistant Building Official, Mechanical Inspector, Assistant Town Planner and Deputy Fire Marshal/Zoning Enforcement Officer shall be in accordance with the normal work day of the Town Hall or as otherwise determined by the Town Manager.

Section 5. Hours of work for the Community Center Cook/Custodian will be as assigned by his/her Department Head.

ARTICLE X

CONTRACT COPIES

Section 1. The Town shall provide one copy of the contract for the Bargaining Committee, Union Local, Town Highway Garage bulletin board, Parks and Recreation Garage bulletin board, Directors, Highway Superintendent, and each employee in the bargaining unit.

ARTICLE XI

SICK LEAVE AND VACATION STATEMENT

Section 1. Each regular full-time employee shall receive an annual statement of accumulated sick leave and unused vacation for the preceding year in January.

ARTICLE XII

SUBSTANCE ABUSE TESTING

Section 1. The Town and the Union agree to comply with the provisions of the Policy on Drug and Alcohol Abuse contained in Appendix B.

ARTICLE XIII

MEALS – WORKING OVERTIME

Section 1. From November 1st to April 1st, and while performing winter snow and ice control operations, employees will be paid for meals while on overtime work, not more than the following:

Breakfast	\$10.00
Lunch	\$12.00
Dinner	\$12.00
Snack	\$7.00

- (a) When called in for weather related operations prior to 6:30 AM, year round, and work continues through the workday the employee will be paid an allowance for breakfast, dinner and snack effective on the signing date of this contract.
- (b) Meal allowances are for the actual cost of the meal up to the amount of the contract maximum reimbursement, and receipts must be submitted for all reimbursable meals.

Section 2. If employee is called back after 7:00 PM, there shall be no evening meal provided. No breakfast shall be provided when an employee is called in a half hour before starting time (6:00 AM) for Highways and 6:30 AM for Parks.

ARTICLE XIV PERSONAL DAYS

Section 1. Each regular employee shall be entitled to up to six (6) personal days per year, after the completion of the probationary period. Prior approval of the Director or appropriate Supervisor shall be obtained. If personal days are to be combined with any other type of leave prior approval of the Director or appropriate Supervisor and the Town Manager must be obtained in advance. This will only be granted for extenuating circumstances and will not be allowed if the employee has enough accrued vacation or sick time to cover the requested absence. Personal time must be taken during the calendar year and cannot be carried over from one year to the next. Personal time must be taken in a minimum of 1 hour increments unless an employee has obtained permission of the Director, or appropriate Supervisor in advance to take less than one hour's leave in a given case.

Regular part-time employees who work more than twenty hours per week shall receive personal days on a pro-rated basis. These benefits shall be pro-rated by establishing the percentage of the standard work week (for their respective position) their work week represents.

ARTICLE XV LONGEVITY PAY

Section 1. Longevity pay, as noted in this Article, will be paid annually, after employee meets the service requirement, as follows:

5 years of service - \$425 per year
 10 years of service - \$525 per year
 15 years of service - \$725 per year
 20 years of service - \$1000 per year

Any new employees hired after June 30, 1997, shall not be eligible for longevity.

Annual longevity payments shall be made in full upon the anniversary date of employment. The longevity provided in this Article supersedes and replaces any prior longevity pay plan existing heretofore.

ARTICLE XVI

EMERGENCY CALLS/STANDBY

Section 1. With the exception of scheduled overtime, an employee or employees called out after regular working hours shall be paid a minimum of four (4) hours the applicable overtime rate. If an employee or employees are required to work more than four (4) hours, they shall be paid at the applicable overtime rate, for all hours actually worked.

Section 2. Employee called out on an emergency call which continues his regular workday or which immediately precedes his regular workday shall be paid at time and one-half for all time worked outside of the regular workday.

Section 3. Employees assigned to standby duty, from 2:30 PM, Friday to 2:30 PM the following Friday, shall be paid a minimum of four (4) hours at time and a half whether or not work is performed by such employees. If an employee who is assigned to standby is not available when called, such standby payment shall not be made.

ARTICLE XVII

OVERTIME PAY

Section 1. Work hours in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1-1/2) the regular rate. Hours worked in excess of eight (8) hours in any one (1) day shall be compensated at the rate of one and one-half (1-1/2) the regular rate.

Section 2. All work performed on Saturday shall be compensated at the rate of one and one-half (1-1/2) the regular rate.

Section 3. All work performed on Sunday shall be compensated at the rate of double (2) times the regular rate.

Section 4. All work performed on Labor Day, Thanksgiving, the day after Thanksgiving, Christmas, New Year's Day, Martin Luther King Day and Presidents' Day shall be compensated at the rate of double time (2 times the regular rate) in addition to holiday pay. All other holidays will be paid at a normal eight (8) hours' regular pay plus the time and one-half for all hours actually worked.

Section 5. In the event the Town Hall closes as a result of inclement weather, all work performed shall be compensated at a regular rate of pay up to the normal number of hours worked for that day, after which the rate of pay will be 1-1/2 times the regular rate of pay.

ARTICLE XVIII
PRESERVATION OF RIGHTS

Section 1. Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that said employees have enjoyed heretofore, except those specifically abridged or modified by this Agreement.

ARTICLE XIX
HOLIDAYS

Section 1. Ten (10) paid holidays, in addition to four (4) floating holidays, shall be as follows:

New Year's Day	Thanksgiving Day
Good Friday	Friday following Thanksgiving
Memorial Day	Christmas
Fourth of July	Employee's Birthday (to be taken on same day as birthday)
Labor Day	Martin Luther King Day

The Project Engineer, Engineering Technicians, Assistant Building Official, Mechanical Inspector, Assistant Town Planner, Deputy Fire Marshal/Zoning Enforcement Officer and Community Center Cook/Custodian shall receive the same holidays as the employees of the facility in which they work.

Section 2. By majority vote of all regular full-time employees taken in January, the four (4) floating holidays, previously established, may be used during the year as full days before Christmas and New Year's Day, as part of four (4) day weekend should listed holidays come on Tuesday or Thursday, or as Lincoln's Birthday, Washington's Birthday, Columbus Day or Veteran's Day, but not when it will extend a 4-day weekend.

Section 3. Regular part-time employees who work twenty (20) hours or more per week shall receive holiday time on a pro-rated basis. This benefit shall be pro-rated by establishing the percentage of the standard work week (for their respective position) their work week represents.

ARTICLE XX
MANAGEMENT RIGHTS

Section 1. It is recognized that the Town, through its Town Manager, has and will continue to retain the rights and responsibilities to direct the affairs of the department in all of its various aspects, except those specifically abridged or modified by this Agreement.

Section 2. Such rights and responsibilities are inherent in the Town Manager by virtue of statutory and Charter provisions; consequently, actions with respect to such rights and responsibilities are not subject to review, except those specifically abridged or modified by this Agreement.

ARTICLE XXI

NO STRIKE

Section 1. Continuous and uninterrupted service by the Town and its employees to the citizens and orderly collective bargaining relations between the Town and its employees being essential considerations of this Agreement, the Association agrees on behalf of itself and its members, individually and collectively, that there shall not be any strikes, picketing, boycotting, work stoppages, sit-downs, slowdown strikes, or a concerted refusal to render services or to work, or any other curtailment or restriction of work at any time during the term of this Agreement. In the event of a violation of this Article by the Union and/or the employees, the Town may, in addition to other remedies, discipline such employees up to and including discharge.

ARTICLE XXII

SEVERABILITY

Section 1. Should any provisions of this Agreement be contrary to law, statute, or ordinance, that provision only shall not be binding on either party; this, however, shall have no effect on any other provision of this Agreement, all of which shall remain in full force and effect for the term of the Agreement.

ARTICLE XXIII

SENIORITY

Section 1. Seniority, according to this Agreement, shall consist of the total continuous paid service of the employee with the Town as a regular full-time employee. The employee's earned seniority shall not be lost because of absence due to illness, authorized leave of absence, or temporary layoff for a period of less than twenty-four (24) months.

Section 2. The seniority list shall be brought up to date upon request from the President of the Union at reasonable intervals and shall be posted in a conspicuous place.

Section 3. The purpose of seniority is to provide a declared policy of right or preference as to layoff, transfer, vacations and promotions.

Section 4. For the purpose of promotions, if in the sole and exclusive judgment of the Town, two (2) or more qualified employees are competing for a position, the Town will award the position to the most senior of such most qualified employees.

Section 5 – Probationary Period

- (a) **Newly Hired Employees:** All newly hired employees shall serve a probationary period of 180 calendar days during which they may be terminated for any job-related reason without protest or challenge from Union and without any recourse to the grievance procedure of this contract. Upon successful completion of the probationary period, seniority shall be retroactive to the date of hire.

- (b) **Town Employees Who Transfer Into Bargaining Unit Positions:** All persons employed by the Town of Rocky Hill in non-bargaining unit positions who transfer or are assigned to bargaining unit positions shall serve a probationary period of 180 calendar days during which they may be terminated for any job-related reason without protest or challenge from the Union and without any recourse to the grievance procedure of this contract. However, such existing employees who face termination during their probationary period of employment may, in the Town's discretion, be considered for placement into another vacant Town position for which they are fully qualified as an alternative to termination, provided that such a vacant position exists and provided further that there shall be no infringement on any other Union contracts. Upon successful completion of the probationary period, seniority shall be retroactive to the date of hire.

ARTICLE XXIV

WORKING RULES AND DIRECTIVES

Section 1. The Union and the Town each considers that the creation of improved morale and efficiency will tend to improve the public service, and each will strive to attain this end. In this connection, the Union shall encourage employees to conduct themselves on the job in a workmanlike manner.

Section 2. All copies of written rules and directives of the Town affecting working conditions of the employees of the Highway Department and/or Parks Department shall be provided the Union by the Town.

Section 3. This Agreement shall affect only regular, employees of the Town. Part-time and seasonal employees may be used by the Town to supplement the work force, but no part-time or seasonal employee shall be employed while employees of the unit are on layoff status.

Section 4. All regular full-time employees shall have first preference for all overtime work before part-time or seasonal employees are used.

Section 5. Snow and ice control or emergency overtime work will be offered to all available employees who are qualified to perform the job before outside sources may be used.

Section 6. As a condition of employment, employees are expected, unless excused by the **Director or appropriate Supervisor** to respond in weather related emergencies and shall not refuse to respond in such emergencies. The Town shall pay each employee who is to be available to respond to such emergencies in an annual lump sum payable no later than the last week of January. The amount of the lump sum will be as follows:

<u>Year</u>	<u>Highways</u>	<u>Parks</u>
2012	\$900	\$750
2013	\$950	\$800
2014	\$1000	\$850

Section 7. An employee who is qualified and assigned to a higher class shall be paid an additional one dollar (\$1.00) per hour for all hours worked and periods assigned in the higher classification.

Section 8. An employee who is absent from work due to a job-incurred injury under Worker's Compensation regulations shall be entitled to injury leave, which supplements Workers' Compensation weekly benefit to provide full pay for a period of three (3) months. Injury leave does not charge to sick leave. Workers' Compensation weekly benefits received by the employee shall be signed over to the Town of Rocky Hill immediately, excluding any lump sum awards, which do not revert to the Town.

Section 9. All employees are required to inform their supervisor that they will be out sick the day before if the illness is known, or at least 1 hour prior to the start of work if illness is not known the day before. If an employee is ill and unable to work, he/she or his representative should advise the **Director** or **appropriate Supervisor** at least 1 hour prior to the start of work on the first day and each day of his absence. All other employees must call in within one half (1/2) hour of work. Sick time must be taken in a minimum of 1 hour increments unless an employee has obtained permission of the Highway or Parks Superintendent or his designee in advance to take less than one hour's leave in a given case.

Section 10. Any employee called for overtime during winter storms or during other emergency conditions shall be paid from the time he received the call. If he fails to report within a reasonable time, he shall go on the clock when he punches in. When the duty man places his first call to employees, when several are being called in, all employees will be on the clock at that time provided the employee receives the call and is ready to leave without delay. The duty man will punch each employee in at the time the call is made.

Section 11. Whenever overtime is required within a division, overtime shall be divided as equally as efficient operations permit among the employees qualified to perform the work needed. Employees who refuse overtime will be charged a turn. A record of overtime will be posted monthly by the supervisor.

Section 12. Employees shall be granted up to thirty (30) minutes off with pay for eating or rest while working overtime in emergency conditions, at customary times for meals. After working continuously for sixteen (16) hours during emergency conditions, including time for meal breaks, employees shall be entitled to a rest break of up to one (1) hour on Town premises. Such breaks may coincide with the meal break. At the discretion of the Town, this break may be granted on a rotational basis and at intervals of less than sixteen (16) hours. Time off with full pay after a long snow/ice storm will be granted to the highway and/or parks department crews for reason of safety, after snow/ice operations are completed at the discretion of the Town Manager.

Section 13. If an operator of mechanical equipment considers that the equipment is unsafe to operate before he leaves the Garage, he/she shall not be required to operate the equipment until it is inspected by the Mechanic or supervisor on duty at the time, and found not to be defective. After certification by the Mechanic or supervisor, the employee shall commence operation of the piece of equipment.

ARTICLE XXV

FUNERAL LEAVE

Section 1. In order to permit participation in and attendance at funeral services for a member of the immediate family of an employee, a leave of absence with pay shall be granted to the employee, not to exceed four (4) days.

Section 2. For the purposes of this policy, the term "immediate family" shall be defined as one of the following relations: spouse, child, stepchild, parent, parent-in-law, grandparent, brother, sister, grandchild; or any relative living in the household as part of the family.

Section 3. An absence of three (3) consecutive days off with pay shall be granted to attend the funeral of a brother-in-law or sister-in-law. One day off with pay shall be granted to attend the funeral of a grandparent in-law, aunt or uncle. Additional time off with pay may be granted if the employee or relatives travel to the funeral in excess of 200 hundred miles.

Section 4. Regular part-time employees who work twenty (20) hours or more per week shall receive funeral leave on a pro-rated basis. This benefit shall be pro-rated by establishing the percentage of the standard work week (for their respective position) their work week represents.

ARTICLE XXVI

EMPLOYEE RIGHTS AND REPRESENTATION

Section 1. Employees have and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and participate in the Union or to refrain from such activities. The freedom of employees to participate in the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer.

Section 2. Not more than one (1) officer, representative or grievance committee member shall be granted leave with full pay for the express purpose of processing grievances with the Town upon proper notification to the **Director** or **appropriate Supervisor** at the first step of the grievance procedure.

Section 3. Not more than two (2) officers, representatives or grievance committee members shall be granted leave with pay for necessary time required to process grievances with the Town at second step or higher through arbitration.

Section 4. The members of the Union's bargaining committee, to a maximum of three (3), who are scheduled to work an hour of duty during collective bargaining negotiations, shall be granted leave of absence without loss of pay or benefits for all meetings between the Town, its agents or representatives and the Union for the purpose of negotiating the terms of the contract or any supplements thereof.

Section 5. The employee shall, with the permission of the **Director** or **appropriate Supervisor**, contact a steward during the working hours regarding an adverse action which could not be resolved at the time by a supervisor and which could not be resolved during nonworking hours. Such permission shall not be unreasonably withheld.

Section 6. Not more than two (2) members shall be off duty on Union business leave with pay at the same time. The Union shall be required to submit the names of the two (2) members as far in advance as practical. Up to three (3) man days per year shall be granted for Union business leave, to attend conventions for or educational seminars of the Union, and any other off-duty Union business in this section.

ARTICLE XXVII

GENERAL

Section 1. The Town agrees that it will not subcontract work for the purpose of laying off employees. Further, the Town will make every effort to recall employees from layoff whenever the duration and nature of the work to be done makes it practical to do so.

Section 2. Each employee shall have the right to see his personnel file upon request.

Section 3. Records of written reprimand or memo of oral reprimand shall be removed from an employee's personnel file **in accordance with laws of the State of Connecticut**. In maintaining personnel files, the Town shall respect the privacy rights of employees within constraints of applicable state law.

Section 4. No written reprimands or evaluations of employees shall be placed in their personnel files unless they receive a copy.

Section 5. In the case of a permanent full-time employee who is a member of any military reserve unit or National Guard being called to duty because of a national emergency, the Town shall pay the excess, if any, of that employee's base pay at the time of the call to duty over the total compensation received for military service. The employee may purchase Town health insurance, if desired, if not covered by the military. The employee must provide the Town with copies of pay stubs showing his/her military service pay.

Employee will not continue to receive this benefit if he/she does not return to his/her Town job within fourteen (14) days after release from the military. The employee will not lose any seniority but no additional benefits will be earned.

In the event of death, this benefit will cease immediately. This shall be for a period of the emergency only.

This shall apply to all full-time Town employees who work regular 35/40 hour work weeks.

Payment under this benefit shall be made on a monthly basis. This is in addition to any State or Federal regulation

ARTICLE XXVIII

RETIREMENT

Section 1. Rights in the pension plan shall vest fully after the conclusion of five (5) years of credited service. There shall be no vesting before that time.

Section 2. If employee contributions made after July 1, 1981, are returned to the employee at separation or death, employees' beneficiaries shall receive interest at 5% per annum for such contributions. Prior contributions shall earn interest at 4% per annum.

Section 3. Effective July 1, 1991, the existing Town pension plan shall be modified as follows:

- (a) The monthly Normal Retirement Benefit shall be 1.5% of Average Monthly Earnings, as defined in the Plan, plus .6% of Average Monthly Earnings in excess of \$500.00,

multiplied by total years of Credited Service, as defined in the Plan, up to a maximum of thirty-five (35) years.

- (b) Effective, retroactively to July 1, 1989, through June 30, 1994, each employee shall contribute 4% of base pay toward his/her pension benefits. Effective July 1, 1994, each employee shall contribute 3.5% of base pay toward his/her pension benefits. Each employee shall participate in the pension plan beginning at age 18.
- (c) Pursuant to Section 13.1 of the Town Pension Plan, the Town Manager shall appoint a member of the bargaining unit selected by the Union to serve on the Pension Committee. The pension committee shall meet semi-annually.
- (d) Any retirement benefits paid under this Article to an employee receiving disability payments under the Workers' Compensation Act shall be reduced by the amount of such disability payments for the period of time for which such disability payments are made.
- (e) An employee shall be permitted to purchase prior service with the Town of Rocky Hill, the United States military, the State of Connecticut or any other municipality in the State at actuarially determined rates, provided such purchase does not have any cost impact on the Town. An employee may make arrangements with the Town for a reasonable payment schedule for any such purchase of prior service.
- (f) **Employees hired after July 1, 2012 will not be eligible for the Defined Benefit Pension Plan. In lieu of the Defined Benefit Pension Plan the Town will develop a Defined Contribution Plan. Employees' contributions of up to six percent (6%) of base salary will be matched by the Town at fifty percent (50%) up to a maximum of three percent (3%) of base salary. Employees may contribute to the Defined Contribution Plan up to the maximum allowable by law.**

Section 4. Limited Post-Retirement Insurance Continuation Benefits

- (a) Effective with retirements under the Town of Rocky Hill Pension Plan on and after June 30, 2001, the following limited post-retirement medical benefits shall be in effect for eligible bargaining unit members. No such benefits as set forth below shall be retroactively applicable to retirees or dependents who retired prior to that date. Employees employed in bargaining unit positions as of June 30, 2001, shall enjoy different benefits than employees hired after that date. As used in this section, "Retirement," "Retire," or "Retiree" means a member of the bargaining unit who has retired under the provision of the Town Pension Plan ("Plan") for bargaining unit members on or after June 30, 2001, after at least 20 years of credited service under the Plan and who is receiving pension payments under the Plan and who is not eligible for any other medical insurance coverage from any other source, either in his/her own right, through a spouse or other dependent, or through any government program, including but not limited to Medicare/Medicaid. "Dependents" means eligible dependents under the rules and requirements of this contract for active employees, as well as to the applicable insurance carriers' rules regarding the definition of dependent. No eligible dependent under this section may receive medical insurance benefits if they, individually or as the dependent of a Retiree, are or become eligible for any other medical insurance coverage from any other source, and benefits under this section shall immediately cease if such other coverage is or becomes available. "Insurance," "Medical Insurance," or "post

retirement insurance,” means “core” medical and major medical insurance coverage as defined in applicable insurance continuation statutes (COBRA), and does not include dental coverage.

Section 5. The provisions of the previous subsection (g) (1) shall not be applicable to any employee who retires or has retired prior to June 30, 2001. Further, this section grants different post-retirement medical insurance benefits to bargaining unit members hired before June 30, 2001 and those hired after said date.

Section 6. The following provisions of this subsection (g) (3) are applicable only to Retirees who were hired by the Town before June 30, 2001 and who retire on and after June 30, 2001; accordingly they are not applicable to employees hired on and after June 30, 2001:

- (a) Bargaining unit members hired by the Town before June 30, 2001 and who retire under the Plan on and after June 30, 2001 with at least twenty (20) years of credited service under the Plan may elect to continue their individual Town provided medical and major medical insurance coverage in effect at Town expense, and, if they retire on or after June 30, 2001 under the Plan with at least twenty-five (25) or more years of credited service under the Plan, may also elect to continue Town provided medical and major medical insurance coverage in effect after retirement for his/her eligible dependents, with the Town paying one-half (50%) of the cost of the dependent coverage and the Retiree the remaining cost. When any Retiree who is receiving insurance continuation from the Town under this provision is divorced or has a marriage annulled, any and all spousal (dependent) coverage which may then be provided by the Town under this provision shall immediately cease. In the event of the death of a Retiree who is receiving insurance continuation under this provision for himself/herself and eligible dependent(s), the dependent(s) shall be permitted to continue the coverage in effect after the death of the Retiree at the established 50% - 50% shared payment rate until either/or remarriage of the surviving spouse/dependent, end of dependency status, or upon eligibility for coverage under any other medical insurance program or plan, including but not limited to Medicare/Medicaid or any other government program.
- (b) As stated above, the post-retirement insurance continuation benefits provided herein shall terminate when the Retiree is or becomes eligible for any other medical insurance coverage and it is specifically to be the case that Retirees who become eligible for any government insurance continuation program such as Medicare or Medicaid and their dependents will no longer be eligible for benefits under this section.

Section 7. The following provisions are applicable only to retirees hired after June 30, 2001 and who retire after June 30, 2001:

- (a) Bargaining unit members who are hired after June 30, 2001 and who retire after that date with a minimum of twenty (20) years of credited service under the Town Pension Plan shall be eligible to receive continuation of individual only (single) coverage under Town provided post-retirement medical and major medical insurance plans, with the cost fully paid by the Town. No dependent coverage shall be available at Town expense, but the retiree may, upon retirement, elect to continue coverage for eligible dependents by paying the full cost of such dependent coverage. Eligibility for this benefit shall cease immediately when the Retiree is or becomes eligible for coverage under any other medical insurance coverage provided through any other source, including but not limited

to an employer, the employer or a dependent, or a governmental entity, including but not limited to Medicare/Medicaid.

- (b) **Employees hired after July 1, 2012 will not be eligible for post retirement health insurance benefits.**

Section 8. The following provisions are applicable to all retired employees who receive or apply for limited post retirement medical continuation benefits under this subsection (g).

- (a) In all cases where Retirees and/or dependents receive continued medical coverage after retirement as provided herein, the Town reserves the right to verify the eligibility and status of the Retiree and/or dependents annually or more frequently in appropriate instances.
- (b) All post-retirement insurance continuations under this section must be acceptable to the applicable insurance carrier(s) and at no time shall the Town be deemed as a self-insurer in the event that all or part of coverage is canceled or changed, but the applicable insurance carrier(s) shall not cancel the coverage of an individual retiree in an arbitrary way. The nature of post-retirement coverage available to Retirees and/or dependents is also subject to change as the coverage(s) available to active employees may change from time to time.

ARTICLE XXIX

UNION SECURITY

Section 1. During the term of this contract, all employees shall, as a condition of employment, either become and remain members of the Union in good standing in accordance with the Constitution and By-Laws of the Union or, in lieu of Union membership, pay to the Union a service equivalent to an amount allowable by law.

Section 2. The Town, upon the written authorization of members of the Union, will make a weekly payroll deduction for Union dues for the duration of this Agreement and any extension thereof unless and until the voluntary authorization is revoked in writing.

Section 3. The Union agrees to indemnify and hold harmless the Town for any loss of damages arising from the operation of this Article and any extension thereof unless and until the voluntary authorization is revoked in writing.

Section 4. The Union agrees to indemnify and hold harmless the Town for any loss or damages arising from the operation of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the Town for any deductions made or not made, as the case may be, unless a claim or error is made in writing to the Town within thirty (30) calendar days after the date such deductions were or should have been made.

ARTICLE XXX

DURATION

This Agreement shall be effective **July 1, 2012** and shall remain in force and effect until **June 30, 2015**, PROVIDED: that the provision of Article XXVIII, RETIREMENT which provide limited post-retirement medical insurance benefits effective for the first time in the 2000-2004 contract, shall be applicable only to qualified employees who retire on and after June 30, 2001, and shall not be retroactive to employees who retire or retired prior to that date; and, 3) a possible re-opener concerning drug coverage as provided in Article V, Section 1(c).

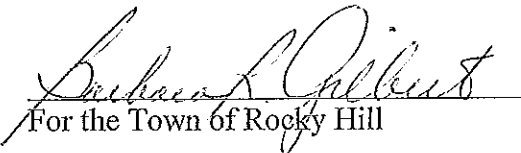
ARTICLE XXXI

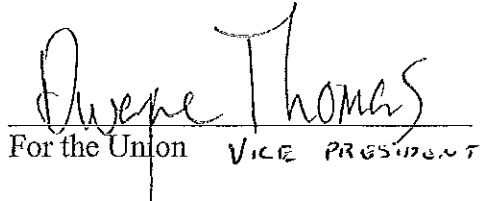
PRODUCTIVITY

Section 1. During the duration of this contract, representatives of the Town and the Union shall meet regularly to discuss and implement methods to improve work productivity.

Section 2. The Town may establish a cash suggestion award program, which shall recognize savings realized through the implementation of an employee suggestion. This section would apply to an employee suggestion submitted in writing outside of productivity sessions provided in 1 above. The amount of the cash award shall be determined solely by the Town

Signed by the undersigned duly authorized representatives of the parties this *9th* day of *May*, 201~~2~~₃ at Rocky Hill, CT.


For the Town of Rocky Hill


For the Union VICE PRESIDENT

SCHEDULE A **Wage Rates**

Maintainer I

<u>rate</u>	<u>year</u>	<u>start</u>	<u>6 months</u>	<u>12 months</u>	<u>24 months</u>
	7/1/2011	\$24.53	\$25.44	\$26.32	\$27.31
2.85%	7/1/2012	\$25.23	\$26.17	\$27.07	\$28.09
2.90%	7/1/2013	\$25.96	\$26.92	\$27.86	\$28.90
3.10%	7/1/2014	\$26.77	\$27.76	\$28.72	\$29.80

Maintainer II

<u>rate</u>	<u>year</u>	<u>start</u>	<u>6 months</u>	<u>12 months</u>	<u>24 months</u>
	7/1/2011	\$25.94	\$26.88	\$27.78	\$28.76
2.85%	7/1/2012	\$26.68	\$27.65	\$28.57	\$29.58
2.90%	7/1/2013	\$27.45	\$28.45	\$29.40	\$30.44
3.10%	7/1/2014	\$28.30	\$29.33	\$30.31	\$31.38

Maintainer III

<u>rate</u>	<u>year</u>	<u>start</u>	<u>6 months</u>	<u>12 months</u>	<u>24 months</u>
	7/1/2011	\$28.24	\$29.23	\$30.25	\$31.23
2.85%	7/1/2012	\$29.04	\$30.06	\$31.11	\$32.12
2.90%	7/1/2013	\$29.89	\$30.93	\$32.01	\$33.05
3.10%	7/1/2014	\$30.81	\$31.89	\$33.01	\$34.08

Crew Leader

<u>rate</u>	<u>year</u>	<u>start</u>	<u>6 months</u>	<u>12 months</u>	<u>24 months</u>	<u>30 months</u>
	7/1/2011	\$31.34	\$32.34	\$33.36	\$34.39	\$35.38
2.85%	7/1/2012	\$32.23	\$33.26	\$34.31	\$35.37	\$36.39
2.90%	7/1/2013	\$33.17	\$34.23	\$35.31	\$36.40	\$37.44
3.10%	7/1/2014	\$34.20	\$35.29	\$36.40	\$37.52	\$38.60

Head Mechanic

<u>rate</u>	<u>year</u>	<u>start</u>	<u>6 months</u>	<u>12 months</u>	<u>24 months</u>	<u>30 months</u>	<u>36 months</u>	<u>42 months</u>	<u>48 months</u>
	7/1/2011	\$29.12	\$29.78	\$30.06	\$31.02	\$31.51	\$32.00	\$32.47	\$32.93
2.85%	7/1/2012	\$29.95	\$30.63	\$30.92	\$31.90	\$32.41	\$32.91	\$33.40	\$33.87
2.90%	7/1/2013	\$30.82	\$31.52	\$31.81	\$32.83	\$33.35	\$33.87	\$34.36	\$34.85
3.10%	7/1/2014	\$31.77	\$32.49	\$32.80	\$33.85	\$34.38	\$34.92	\$35.43	\$35.93

Mechanic

<u>rate</u>	<u>year</u>	<u>start</u>	<u>6 months</u>	<u>12 months</u>	<u>24 months</u>	<u>30 months</u>	<u>36 months</u>	<u>42 months</u>	<u>48 months</u>
	7/1/2011	\$26.80	\$27.30	\$27.76	\$28.74	\$29.20	\$29.68	\$30.07	\$30.61
2.85%	7/1/2012	\$27.56	\$28.08	\$28.55	\$29.56	\$30.03	\$30.53	\$30.93	\$31.48
2.90%	7/1/2013	\$28.36	\$28.89	\$29.38	\$30.42	\$30.90	\$31.41	\$31.82	\$32.40
3.10%	7/1/2014	\$29.24	\$29.79	\$30.29	\$31.36	\$31.86	\$32.38	\$32.81	\$33.40

Mechanic Aide

<u>rate</u>	<u>year</u>	<u>start</u>	<u>6 months</u>	<u>12 months</u>	<u>24 months</u>	<u>30 months</u>
	7/1/2011	\$25.61	\$26.60	\$27.52	\$28.50	\$29.44
2.85%	7/1/2012	\$26.34	\$27.36	\$28.30	\$29.31	\$30.28
2.90%	7/1/2013	\$27.10	\$28.15	\$29.13	\$30.16	\$31.16
3.10%	7/1/2014	\$27.94	\$29.02	\$30.03	\$31.10	\$32.12

Custodian

<u>rate</u>	<u>year</u>	<u>start</u>	<u>6 months</u>	<u>12 months</u>	<u>24 months</u>
	7/1/2011	\$22.33	\$23.47	\$24.68	\$25.88
2.85%	7/1/2012	\$22.97	\$24.14	\$25.38	\$26.62
2.90%	7/1/2013	\$23.63	\$24.84	\$26.12	\$27.39
3.10%	7/1/2014	\$24.37	\$25.61	\$26.93	\$28.24

Engineering Technician/Project Engineer

<u>rate</u>	<u>year</u>	<u>start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
	7/1/2011	\$36.07	\$37.38	\$37.78	\$40.21	\$41.34	\$42.46
2.85%	7/1/2012	\$37.10	\$38.45	\$38.86	\$41.36	\$42.52	\$43.67
2.90%	7/1/2013	\$38.17	\$39.56	\$39.98	\$42.56	\$43.75	\$44.94
3.10%	7/1/2014	\$39.36	\$40.79	\$41.22	\$43.87	\$45.11	\$46.33

Deputy Fire Marshal/Zoning Enforcement Officer

<u>rate</u>	<u>year</u>	<u>start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
	7/1/2011	\$31.67	\$32.78	\$33.93	\$35.12	\$36.35	\$37.62
2.85%	7/1/2012	\$32.57	\$33.71	\$34.90	\$36.12	\$37.39	\$38.69
2.90%	7/1/2013	\$33.52	\$34.69	\$35.91	\$37.17	\$38.47	\$39.81
3.10%	7/1/2014	\$34.56	\$35.77	\$37.02	\$38.32	\$39.66	\$41.05

Assistant Building Official/Mechanical Inspector

<u>rate</u>	<u>year</u>	<u>start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>
	7/1/2011	\$30.32	\$31.28	\$32.88	\$33.28	\$34.33
2.85%	7/1/2012	\$31.18	\$32.17	\$33.82	\$34.23	\$35.31
2.90%	7/1/2013	\$32.09	\$33.10	\$34.80	\$35.22	\$36.33
3.10%	7/1/2014	\$33.08	\$34.13	\$35.88	\$36.31	\$37.46